

In response to the Office Action dated July 1, 2003

REMARKS

Claims 1-78 are currently pending in this application. Claims 12-78 are new. Claims 1, 8-11, 13-15, 23-25, 33-35, 43, 52-55, 65-68 and 76-78 are independent. The Specification has been amended to update the filing dates of the related co-pending applications. Claims 1 and 8-11 have been amended. No new matter has been added by way of this amendment. Applicants respectfully request reconsideration in view of the above amendments and the following remarks.

Claim Rejections – 35 U.S.C. § 101

The Office Action indicates that claims 1-11 have been rejected under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter.

Applicants respectfully submit that the amendments to independent claims 1 and 8-11 address this issue. Specifically, the term “on a computer system” has been added to further clarify aspects of the invention within the technological arts. Accordingly, Applicants request withdrawal of this ground of rejection.

Claim Rejections – 35 U.S.C. § 103

The Office Action indicates that claims 1-10 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over Joao (U.S. Pat. No. 6,347,302), in view of Borghesi, et al. (U.S. Pat. No. 5,950,169). Claim 11 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Joao, in view of Ryan (U.S. Pat. No. 6,304,859). Applicants respectfully traverse the rejections and request reconsideration in view of the following remarks.

1. Claims 1-7

Independent claim 1 recites, *inter alia*, “calculating a periodic recurring amount based on the insurance premium, the financial balance and the predetermined time; and receiving, from the buyer, a single payment corresponding to the periodic recurring amount within the predetermined time.” Applicants respectfully submit that neither Joao nor Borghesi, taken either alone or in combination, teaches or suggests calculating a periodic recurring amount based on the insurance premium, the financial balance, and the predetermined time and receiving from the buyer a single payment corresponding to the periodic recurring amount .

The Office Action concedes, “Joao does not explicitly disclose calculating a periodic recurring amount based on the insurance premium, the financial balance and the predetermined time; and receiving, from the buyer, a single payment corresponding to the periodic recurring amount with the predetermined time.” (See, Office Action, page 4, ¶ 2.)

Similarly, Applicants submit that the Borghesi patent does not teach or suggest anything that remedies this deficiency with regard to Joao. Borghesi is directed to a computer database system for managing insurance claim processing. The Office Action indicates that Columns 15 and 16 in Borghesi disclose the elements recited in independent claim 1. However, the cited passage merely discloses event log steps for interacting with a graphical user interface associated with an event log. (See, Col. 15, lines 8-23). In the passage, Borghesi teaches, “the event log is useful both for appraisers/adjusters and insurance company managers to monitor claim processing efficiency.” (See, Col. 15, lines 30-32). In the rest of the cited passage, Borghesi discloses the process of a system user selecting damaged automotive parts and deciding whether to replace or repair the part with respect to Figs. 8F and 8G. Also, Borghesi discloses Fig. 16, which “illustrates one claim processing scenario....”, as well as aspects of dealing with a

In response to the Office Action dated July 1, 2003

automotive body shop to locate and obtain replacement automotive parts (See, Col. 15, line 64 and Col. 16, lines 1-65, respectively). Accordingly, Applicants respectfully submit that Borghesi's claim processing management database simply does not teach or suggest calculating a periodic recurring amount based on the insurance premium, the financial balance and the predetermined time or receiving from the buyer a single payment corresponding to the periodic recurring amount with the predetermined time, as recited in independent claim 1.

In contrast to both Joao and Borghesi, independent claim 1 recites *inter alia*, "calculating on a computer system a periodic recurring amount based on the insurance premium, the financial balance and the predetermined time; and receiving, from the buyer, a single payment corresponding to the periodic recurring amount within the predetermined time." Applicants respectfully submit that neither the Joao patent, which the Office Action concedes is silent in this regard, nor Borghesi's claim processing management database, teach or suggest calculating a periodic recurring amount or receiving from the buyer a single payment. For at least this reason, Applicants submit that amended independent claim 1, as well as claims 2-7, which are dependent therefrom, are patentably distinct from both Joao and Borghesi. Therefore, Applicants respectfully request withdrawal of this ground of rejection.

2. Claim 8

Independent claim 8 recites, *inter alia*, "calculating on a computer system a periodic recurring amount for at least a portion of the predetermined time, the periodic recurring

In response to the Office Action dated July 1, 2003

amount including a first amount corresponding to the financial balance and a second amount corresponding to the insurance premium; and receiving, from the buyer, a payment corresponding to the periodic recurring amount within the predetermined time.” Applicants respectfully submit that neither Joao nor Borghesi, taken either alone or in combination, teaches or suggests calculating a periodic recurring amount based on the insurance premium, the financial balance, and the predetermined time and receiving from the buyer a single payment corresponding to the periodic recurring amount.

With respect to independent claim 8, the Office Action concedes, “Joao does not explicitly disclose calculating a periodic amount for at least a portion of the predetermined time, the periodic recurring amount including a first amount corresponding to the financial balance and a second amount corresponding to the insurance premium; and receiving from the buyer, a payment corresponding to the periodic recurring amount within the predetermined time. (See, Office Action, page 6, ¶ 3.)

The Office Action indicates that these elements are disclosed in Cols. 15 and 16, in Borghesi. However, Applicants submit that as discussed above, Borghesi’s insurance claim management system, does not remedy this deficiency with respect to the Joao patent. Specifically, Applicants submit that disclosing an event log graphical user interface, locating replacement automotive parts and dealing with automotive body shops, as disclosed in the cited passage in Borghesi are patentably distinct from the elements recited in independent claim 8.

In contrast to both Joao and Borghesi, independent claim 8 recites *inter alia*, “calculating on a computer system a periodic recurring amount for at least a portion of the predetermined time, the periodic recurring amount including a first amount corresponding to the

In response to the Office Action dated July 1, 2003

financial balance and a second amount corresponding to the insurance premium; and receiving, from the buyer, a payment corresponding to the periodic recurring amount within the predetermined time.” Therefore, Applicants respectfully submit that neither the Joao patent, which the Office Action concedes is silent in this regard, nor Borghesi’s claim processing management database, teaches or suggests at least calculating a periodic recurring amount or receiving from the buyer a single payment. Accordingly, Applicants submit that independent claim 8 is patentably distinct from both Joao and Borghesi, alone or in combination. Therefore, Applicants respectfully request withdrawal of this ground of rejection.

3. Claim 9

Independent claim 9 recites, *inter alia*, “providing a third indication of an offer to charge a periodic recurring amount calculated on a computer system corresponding to a first payment of an insurance premium and a second payment of a financing amount corresponding to the item, the insurance premium corresponding to an insurance policy covering the item, the periodic payment to recur for at least a portion of the predetermined time.” Applicants respectfully submit that neither Joao nor Borghesi, taken either alone or in combination, teaches or suggests charging a recurring amount that corresponds to a first payment of an insurance premium and a second payment of a financing amount.

With respect to independent claim 9, the Office Action concedes, “Joao does not explicitly disclose a financing amount corresponding to the item, the insurance premium corresponding to an insurance policy covering the item, the periodic payment to recur for at least a portion of the predetermined time.” (See, Office Action, page 7, ¶ 5.)

The Office Action indicates that these elements are disclosed in Cols. 15 and 16, in Borghesi. However, Applicants submit that as discussed above, Borghesi's insurance claim management system, does not remedy this deficiency with respect to the Joao patent. Specifically, Applicants submit that disclosing an event log graphical user interface, locating replacement automotive parts and dealing with automotive body shops, as disclosed in the cited passage in Borghesi is patentably distinct from the elements recited in independent claim 9.

In contrast to both Joao and Borghesi, independent claim 9 recites *inter alia*, "providing a third indication of an offer to charge a periodic recurring amount calculated on a computer system corresponding to a first payment of an insurance premium and a second payment of a financing amount corresponding to the item, the insurance premium corresponding to an insurance policy covering the item, the periodic payment to recur for at least a portion of the predetermined time." Applicants respectfully submit that neither the Joao patent, which the Office Action concedes is silent in this regard, nor Borghesi's claim processing management database, teaches or suggests at least charging a periodic recurring amount that corresponds to a first payment of an insurance premium and a second payment of a financing amount corresponding to the item. Accordingly, Applicants submit that independent claim 9 is patentably distinct from both Joao and Borghesi, alone or in combination. Therefore, Applicants respectfully request withdrawal of this ground of rejection.

4. Claim 10

Independent claim 10 recites, *inter alia*, "calculating on a computer system an insurance premium for the entire predetermined time based on the item and the buyer; and

In response to the Office Action dated July 1, 2003

receiving, from a party other than the buyer, a payment of the insurance premium.” Applicants respectfully submit that neither Joao nor Borghesi, taken either alone or in combination, teaches or suggests calculating on a computer system an insurance premium for the entire predetermined time based on the item and the buyer or receiving a payment of the insurance premium from a party other than the buyer.

With respect to independent claim 10, the Office Action concedes, “Joao does not disclose calculating an insurance premium for the entire predetermined time based on the item and the buyer; and receiving, from a party other than the buyer, a payment of the insurance.” (See, Office Action, page 8, ¶ 8.)

The Office Action indicates that these elements are disclosed in Cols. 15 and 16, in Borghesi. However, Applicants submit that as discussed above, Borghesi’s insurance claim management system, does not remedy this deficiency with respect to the Joao patent. Specifically, Applicants submit that disclosing an event log graphical user interface, locating replacement automotive parts and dealing with automotive body shops, as disclosed in the cited passage in Borghesi is patentably distinct from the elements recited in independent claim 10.

In contrast to both Joao and Borghesi, independent claim 10 recites *inter alia*, “calculating on a computer system an insurance premium for the entire predetermined time based on the item and the buyer; and receiving, from a party other than the buyer, a payment of the insurance premium.” Applicants respectfully submit that neither the Joao patent, which the Office Action concedes is silent in this regard, nor Borghesi’s claim processing management database, teaches or suggests at least charging a periodic recurring amount that corresponds to a first payment of an insurance premium and a second payment of a financing amount

In response to the Office Action dated July 1, 2003

corresponding to the item. Accordingly, Applicants submit that independent claim 10 is patentably distinct from both Joao and Borghesi, alone or in combination. Therefore, Applicants respectfully request withdrawal of this ground of rejection.

5. Claim 11

Independent claim 11 recites, *inter alia*, “the item having a corresponding finance amount and an insurance premium amount, the finance amount corresponding to a loan payment as part of a loan secured for buying the item or a lease payment as part of a lease for the item and payable over a predetermined time, the insurance premium amount corresponding to an insurance policy having a term equal to the predetermined time....” Applicants respectfully submit that neither Joao, nor Ryan teach or suggest a finance amount corresponding to a loan payment as part of a loan obtained for buying the item or a lease payment as part of a lease for leasing the item.

The Office Action concedes, “Joao does not explicitly disclose a method for simultaneously paying a financial loan and insurance corresponding to an item; the finance amount corresponding to a loan payment or a lease payment and payable over a predetermined time....” (See, Office Action, page 9, ¶ 4-5.)

The Ryan patent does not remedy this deficiency. Specifically, the Ryan patent teaches, “the computer system and method of the present invention determines the optimum life insurance premium structure necessary to produce a policy cash value which will allow the insured to achieve financial security at retirement while providing a sufficient level of life insurance protection during employment.” (See, Col. 5, lines 9-13). In Ryan, the system,

In response to the Office Action dated July 1, 2003

“determine[s] the optimal premium for a life insurance policy purchased with a portion of money provided by an employee and the remainder by a loan secured by the insurance policy’s cash value. (See, Col. 5, lines 32-35). The system disclosed in the Ryan patent also, “monitors the actual current cash value of each insurance policy to ensure that it is sufficient to serve as collateral on the loan that was used to fund part of the premium for the insurance policy.” (See, col. 6, lines 41-45). The Ryan patent teaches combining a portion of an employee’s own income with a portion of a loan in order to pay the Employee’s life insurance premium. The life insurance is taken out so as to provide sufficient funds for the Employee upon retirement, as well as sufficient life insurance coverage until the Employee retires.

The Ryan patent does not teach or suggest simultaneously paying a financial loan and insurance corresponding to an item, wherein a financed amount that corresponds to a loan obtained to buy or lease an item is aggregated with an insurance premium amount for insuring the item into a calculated recurring amount.

In direct contrast, amended independent claim 11 recites, *inter alia*, “the item having a corresponding finance amount and an insurance premium amount, the finance amount corresponding to a loan payment as part of a loan obtained for buying the item or a lease payment as part of a lease for the item and payable over a predetermined time, the insurance premium amount corresponding to an insurance policy having a term equal to the predetermined time.” Applicants submit that both Joao, which the Office Action concedes is silent in this regard and Ryan’s system for combining a portion of an employee’s income with a portion of a loan to pay the employee’s life insurance premium, are patentably distinct from a method wherein a finance amount that corresponds to a loan obtained to purchase or lease an item is

In response to the Office Action dated July 1, 2003

combined with an insurance premium amount for insuring the item into a calculated recurring amount, as recited in independent claim 11. Therefore, Applicants respectfully request withdrawal of this ground of rejection.

6. New Claims 12-78

Applicants have further added claims 12-78, which specifically recite features not found in any of the cited references.

In response to the Office Action dated July 1, 2003

CONCLUSION

It is now believed that all pending claims are in condition for allowance. In view of the amendments and remarks, an early and favorable reconsideration is respectfully requested.

Respectfully submitted,

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